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4

5 Attorneys for Plaintiff
SUSAN DAVIA
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF MARIN
9 UNLIMITED CIVIL JURISDICTION
10

11 SUSAN DAVIA,

12 Plaintiff,

13 v.

14 JUVO PLUS INC., dba JUVO+, and DOES 1-
15 150,

16 Defendants.
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Case No. CIV1704289

**CONSENT TO JUDGMENT SETTLEMENT
AGREEMENT**

Action Filed: November 21, 2017
Trial Date: None Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent to Judgment Settlement Agreement ("Agreement") is entered into by and
4 between plaintiff Susan Davia, ("Davia" or "Plaintiff") and defendant Juvo Plus Inc., dba Juvo+
5 ("Juvo+") with Juvo+ referred to as "Settling Defendant" and Davia and Juvo+ collectively referred
6 to as the "Parties."

7 **1.2 Plaintiff**

8 Davia is an individual residing in the State of California who seeks to promote awareness of
9 exposure to toxic chemicals and improve human health by reducing or eliminating hazardous
10 substances contained in consumer products.

11 **1.3 Defendant**

12 For purposes of this Agreement, Juvo+ represents that it employs 10 or more persons and is
13 a person in the course of doing business for purposes of the Safe Drinking Water and Toxic
14 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* ("Proposition 65").

15 **1.4 General Allegations**

16 Davia alleges that Juvo+ manufactured, distributed and/or sold, in the State of California,
17 certain types of cookware with brass handles or other brass components that exposed users to Lead
18 without first providing "clear and reasonable warning" under Proposition 65. Lead is listed as a
19 reproductive and developmental toxicant pursuant to Proposition 65 and is referred to hereinafter as
20 the "Listed Chemical" or "Lead."

21 **1.5 Notice of Violation**

22 On August 25, 2017, Davia served Juvo+ with a Proposition 65 60-Day Notice of Violation,
23 together with a Certificate of Merit, that provided public enforcers and these entities with notice of
24 alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of
25 the Lead in brass-handled kitchenware and barware products sold in California. Juvo+ received the
26 August 25, 2017, notice of violation ("Notice"). The parties represent that, as of the date this
27 Agreement is executed, they believe that no public enforcer is diligently prosecuting a Proposition
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65 enforcement action related to the Listed Chemical in the covered products, as identified in the
Notice.

1.6 Complaint

On November 21, 2017, Davia, acting in the interest of the general public in California, filed a
Complaint in the Superior Court of the State of California for the County of Marin, Case No. CIV
1704289 alleging violations by Juvo+ and Does 1-150 of Health & Safety Code § 25249.6 based, *inter*
alia, on the alleged consumer exposures to Lead contained in the Covered Products (defined below).

1.7 No Admission

This Agreement resolves claims that are denied and disputed by Settling Defendant. The
Parties enter into this Agreement pursuant to a full, final, and binding settlement of any and all claims
between the Parties for the purpose of avoiding prolonged litigation. Settling Defendant denies the
material factual and legal allegations contained in the Notice and Action, maintains that it did not
knowingly or intentionally expose California consumers to the Listed Chemical through the
reasonably foreseeable use of the Covered Product and otherwise contends that all products it has
manufactured, distributed and/or sold in California have been and are in compliance with all
applicable laws. Nothing in this Agreement shall be construed as an admission against interest by
Settling Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with
this Agreement constitute or be construed as an admission by Settling Defendant of any fact, finding,
conclusion, issue of law, or violation of law, such being specifically denied by Settling Defendant.
However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Settling
Defendant's obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that this Court has jurisdiction over
Settling Defendant as to the obligations contained in the Agreement, that venue is proper in County
of Marin, and that this Court has jurisdiction to enter and enforce the provisions of this Agreement.
As an express part of this Agreement, pursuant to C.C.P. §664.6, the Court in which this action was
filed shall retain jurisdiction over the Parties to enforce this Agreement until performance in full of
the terms of the settlement.

1 **2. DEFINITIONS**

2 **2.1** The term "Covered Product" means any cookware product manufactured or
3 distributed by Juvo+, or its designated vendors on its behalf, with brass handles including, but not
4 limited to, Juvale Medium Sauce Pan with Long Brass Handle (8 Fl. Oz.) (ASIN B01G4EY93E).

5 **2.2** The term "Lead Limited" products shall refer to Covered Products whose brass
6 handles or components reasonably may be handled, touched or mouthed by a consumer, and which
7 materials each yield less than 100 parts per million ("ppm") lead when such material is analyzed
8 pursuant to EPA testing methodologies 3050B and 6010B, or comparable methodologies utilized by
9 Federal or State agencies for the purpose of determining lead content and hazardous exposure to lead
10 in a solid substance.

11 **2.3** "Manufactured" and "manufactures" have the meaning defined in Section 3(a)(10) of
12 the CPSA [15 U.S.C. § 2052(a)(10)], as amended from time to time.

13 **2.4** "California Customer" means a customer with a California ship-to address or a retail
14 customer that Juvo+ reasonably understands has retail outlets in California or sells Covered Products
15 to customers located in California.

16 **2.5** The "Effective Date" of this Consent to Judgment shall be January 31, 2018.

17 **3. NON-MONETARY RELIEF**

18 **3.1 Formulation Commitment**

19 **3.1.1** No later than the Effective Date, Juvo+ shall provide each vendor of each Covered
20 Product the Lead Limited concentration standards of Section 2.2 and instruct them not to incorporate
21 any brass materials into the handles or other components of such product that do not meet the Lead
22 Limited concentration standards of Section 2.2. Juvo+ shall maintain copies of all vendor
23 correspondence demonstrating compliance with this section and shall produce such copies to Davia
24 within thirty (30) days of receipt of written request from Davia, as long as such request is made within
25 two (2) years after the Effective Date.

26 **3.1.2** At any time after July 1, 2017, that Juvo+ arranges with a New Vendor of Covered
27 Product, Juvo+ shall provide such vendor the Lead Limited concentration standards of Section 2.2
28 and instruct such New Vendor not to incorporate any brass materials into the handles of such product

1 that do not meet the Lead Limited concentration standards of Section 2.2. "New Vendor" shall mean
2 any vendor of Covered Products from whom Juvo+ was not purchasing Covered Products as of the
3 Effective Date. Prior to purchase and acquisition of any Covered Product from any New Vendor,
4 Juvo+ shall obtain a written confirmation and accompanying laboratory test result of a representative
5 sample from the New Vendor demonstrating compliance with the Lead Limited concentration
6 standard in the brass handle or other brass component materials comprising the Covered Product.
7 For every Covered Product Juvo+ obtains from a New Vendor after the Effective Date, Juvo+ shall
8 maintain, for a period of two years, copies of all testing of representative samples of such products
9 demonstrating compliance with this section as provided by vendor and shall maintain copies of all
10 New Vendor correspondence relating to the Lead Limited concentration standards and shall produce
11 such copies to Davia within thirty (30) days of receipt of written request from Davia, as long as such
12 request is made within two (2) years after the Effective Date.

13 **3.1.3** As of March 1, 2018, Juvo+ shall not order, manufacture or cause to be manufactured
14 any Covered Product that is not Lead Limited. For every Lead Limited Covered Product Juvo+
15 orders, manufactures or causes to manufacture after March 1, 2018, pursuant to this paragraph, Juvo+
16 shall maintain copies of all confirmations and testing of representative samples of such products
17 demonstrating compliance with this section and shall produce such copies to Davia within thirty (30)
18 days of receipt of written request from Davia, as long as such request is made no later than March 1,
19 2022.

20 **3.2 Previously Obtained or Distributed Covered Products.**

21 **3.2.1** Customer Notification - No later than the Effective Date, to the extent not already
22 accomplished, Juvo+ shall send a letter, electronic or otherwise ("Notification Letter") to: (1) each
23 California purchaser of a non-Lead Limited Covered Product and (2) each retail customer that Juvo+
24 reasonably understands or believes has any inventory of any non-Lead Limited Covered Product in
25 a California retail store. The Notification Letter shall advise the recipient that the Covered Products
26 contain Lead in the brass handles or other components and that Lead is a chemical known to the State
27 of California to cause birth defects or other reproductive harm. The Notification letter shall direct
28 any retail recipient to provide a clear and reasonable Proposition 65 warning for all Covered Product

1 sold in the California market. The Notification Letter to any retail recipient shall: (a) include at least
2 three sheets of white background, adhesive, Proposition 65 Warning stickers, printed on labels no
3 less than 0.75" x 3" with one of the following warnings below in no less than Book Antiqua, 9 point
4 font (or its equivalent):

5
6 **WARNING:** This product contains lead, a chemical
7 known to the State of California to cause
8 cancer and birth defects or other
9 reproductive harm.

10 or:

11 **WARNING:** This product contains a chemical known to
12 the State of California to cause cancer and
13 birth defects or other reproductive harm.

14 or:

15 **WARNING:** The brass component(s) of this product can
16 expose you to lead, a chemical known to the
17 State of California to cause birth defects or
18 other reproductive harm. Wash hands after
19 handling.

20 or:

21 **WARNING:** This product can expose you to chemicals
22 including lead, which are known to the
23 State of California to cause cancer and birth
24 defects or other reproductive harm. For
25 more information go to
26 www.P65Warnings.ca.gov.

27 The last warning may be preceded by a yellow or white triangle, outlined in bold black and
28 containing a black exclamation point.

29 **3.2.2** Juvo+ shall maintain records of compliance correspondence, inventory reports or
30 other communication confirming compliance with § 3.2.1 to such accounts for one (1) year from the
31 Effective Date and shall produce copies of such records upon written request by Davia subject to the
32 same terms listed in section 3.1.2 governing when Davia may request information.

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1 **3.3 Juvo+ Warning Obligations**

2 As to Covered Products manufactured or ordered before the Effective Date that are not Lead
3 Limited, Juvo+ shall provide warnings for such Covered Products in accordance to the provisions set
4 forth below.

5 **3.3.1 Product Labeling**

6 **3.3.2** As of the Effective Date, Juvo+ shall not sell any Covered Product to a California
7 Customer unless such Covered Product is Lead Limited or is labeled with a clear and reasonable
8 warning that states either:

9 **WARNING:** This product contains lead, a chemical
10 known to the State of California to cause
11 cancer and birth defects or other
 reproductive harm.

12 or:

13 **WARNING:** This product contains a chemical known to
14 the State of California to cause cancer and
 birth defects or other reproductive harm.

15 or:

16 **WARNING:** The brass component(s) of this product can
17 expose you to lead, a chemical known to the
18 State of California to cause birth defects or
 other reproductive harm. Wash hands after
 handling.

19 or:

20 **WARNING:** This product can expose you to chemicals
21 including lead, which are known to the
22 State of California to cause cancer and birth
23 defects or other reproductive harm. For
 more information go to
 www.P65Warnings.ca.gov.

24 The last warning may be preceded by a yellow or white triangle, outlined in bold black and
25 containing a black exclamation point.

26 Each warning required by this section shall be printed in Bookman Antiqua 9 point font (or
27 equivalent) and shall be prominently placed with such conspicuousness as compared with other
28 words, statements, designs, or devices as to render it reasonably likely to be read and understood by

an ordinary individual under customary conditions *before* purchase or use. Each warning shall be provided in a manner such that the consumer or user is reasonably likely to understand to which *specific* Covered Product the warning applies, so as to minimize the risk of consumer confusion. Such warning obligations are not applicable to any Lead Limited Covered Product.

3.3.3 Juvo+'s Internet Warning Obligation

3.3.4 As of the Effective Date, any internet or ecommerce website maintained by, or on behalf of, Juvo+, that where Juvo+ offers such Covered Product for sale, shall include a warning, identifying each specific Covered Product to which the warning applies. One of the following warning statements shall be used and shall appear on such website in the manner as set forth in Title 27, California Code of Regulations, Section 25602(b) :

WARNING: This product contains lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

or:

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

or:

WARNING: The brass component(s) of this product can expose you to lead, a chemical known to the State of California to cause birth defects or other reproductive harm. Wash hands after handling.

or:

WARNING: This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The last warning may be preceded by a yellow or white triangle, outlined in bold black and containing a black exclamation point.

1 Alternatively, the designated symbol may appear adjacent to or immediately following the
2 display, description, or price of the Covered Product for which a warning is being given, provided
3 that one of the following warning statements also appears elsewhere on the same website page, as
4 follows:

5 **WARNING:** Products identified on this page with the
6 following symbol ▼ contain lead, a chemical
7 known to the State of California to cause
8 birth defects or other reproductive harm.

9 or:

10 **WARNING:** Products identified on this page with the
11 following symbol ▼ contains a chemical
12 known to the State of California to cause
13 birth defects or other reproductive harm.

14 or:

15 **WARNING:** Products identified on this page with the
16 following symbol ▼ contain a chemical
17 known to the State of California to cause
18 cancer and birth defects or other
19 reproductive harm.

20 or:

21 **WARNING:** The brass component(s) of products
22 identified on this page with the following
23 symbol ▼ can expose you to lead, a chemical
24 to the State of California to cause birth
25 defects or other reproductive harm. Wash
26 hands after handling.

27 or:

28 **WARNING:** Products identified on this page with the
following symbol ▼ can expose you to
chemicals including lead, which are known to
the State of California to cause cancer and
birth defects or other reproductive harm. For
more information go to
www.P65Warnings.ca.gov.

The last warning may be preceded by a yellow or white triangle, outlined in bold black and
containing a black exclamation point.

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3.3.5 Juvo+'s Catalog Warning Obligation

As of the Effective Date, for so long as Juvo+ continues to maintain inventory of a Covered Product that is not Lead Limited, any product catalog printed or caused to be printed by Juvo+ in which Juvo+ offers any such Covered Product for sale shall include one of the warning statements below in such catalog in the manner set forth under Title 27, California Code of Regulations, Section 25602(c):

WARNING: This product contains lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

or:

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

or:

WARNING: The brass component(s) of this product can expose you to lead, a chemical known to the State of California to cause birth defects or other reproductive harm. Wash hands after handling.

or:

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

or:

WARNING: This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The last warning may be preceded by a yellow or white triangle, outlined in bold black and containing a black exclamation point.

Alternatively, Juvo+ may utilize a designated symbol to cross reference the applicable warning and shall define the term "designated symbol" with one of the following texts on the inside

1 of the front or back cover of the catalog or designated page for warning information or on the same
2 page as any order form for the Covered Product(s):

3
4 **WARNING:** Products identified on this page with the
5 following symbol ▼ contain lead, a chemical
6 known to the State of California to cause
7 birth defects or other reproductive harm.

8 or:

9 **WARNING:** Products identified on this page with the
10 following symbol ▼ contains a chemical
11 known to the State of California to cause
12 birth defects or other reproductive harm.

13 or:

14 **WARNING:** Products identified on this page with the
15 following symbol ▼ contain a chemical
16 known to the State of California to cause
17 cancer and birth defects or other
18 reproductive harm.

19 or:

20 **WARNING:** The brass component(s) of products
21 identified on this page with the following
22 symbol ▼ can expose you to lead, a chemical
23 to the State of California to cause birth
24 defects or other reproductive harm. Wash
25 hands after handling.

26 or:

27 **WARNING:** Products identified on this page with the
28 following symbol ▼ can expose you to
chemicals including lead, which are known to
the State of California to cause cancer and
birth defects or other reproductive harm. For
more information go to
www.P65Warnings.ca.gov.

29 The last warning may be preceded by a yellow or white triangle, outlined in bold black and
30 containing a black exclamation point.

31 The designated symbol must appear on the same page and in close proximity to the display
32 and/or description of the Covered Product. On each page where the designated symbol appears,

Juvo+ must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

After July 1, 2018, Juvo+ shall not sell or otherwise distribute any Covered Product to a California Customer that is not Lead Limited (regardless of whether it is accompanied by a Proposition 65 clear and reasonable warning).

4. MONETARY PAYMENTS

4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)

As a condition of settlement of all the claims referred to in this Consent to Judgment, Juvo+ shall pay a total of \$1,500 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, plaintiff is relying entirely upon defendant and its counsel for accurate, good faith reporting to plaintiff of the nature and amounts of relevant sales activity. If within six (6) months of the Effective Date, plaintiff discovers and presents to Settling Defendant reasonably reliable evidence that any type of Covered Product was distributed, prior to the execution of this Consent to Judgment, by Settling Defendant in sales volumes materially different than those identified for the same time period by such Settling Defendant prior to execution of this Consent to Judgment, then such misrepresenting Settling Defendant shall be liable for an additional penalty amount of up to \$10,000 for Covered Product sold prior to execution of this Consent to Judgment but not identified by such defendant to plaintiff. Settling Defendant shall also be liable for any reasonable, additional attorney fees, up to \$10,000, expended by plaintiff in discovering applicable additional retailers or sales for such defendant. Plaintiff agrees to provide such misrepresenting Settling Defendant with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, such defendant shall have thirty (30) days to agree to the amount of fees and penalties owing and submit such payment to plaintiff in accordance with the method of payment of penalties and fees identified in Sections 4.4 and 4.5. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, plaintiff shall be entitled to file a formal

1 legal claim for additional civil penalties pursuant to this section and shall be entitled to all reasonable
2 attorney fees and costs relating to such claim.

3 **4.3 Reimbursement of Plaintiff's Fees and Costs**

4 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without
5 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
6 issue to be resolved after the material terms of the agreement had been settled. Juvo+ then expressed
7 a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized.
8 The Parties then attempted to (and did) reach an accord on the compensation due to Davia and her
9 counsel under general contract principles and the private attorney general doctrine codified at
10 California Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees
11 that may be incurred on appeal. Under these legal principles, Juvo+ shall pay the amount of \$23,500
12 for fees and costs incurred investigating, litigating and enforcing this matter, including the fees and
13 costs incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court's approval of
14 this Agreement in the public interest.

15 **4.4 Payment Timing**

16 Juvo+ shall deliver all settlement payment funds required by this Agreement to its counsel
17 within two weeks of the date that this Agreement is fully executed by the Parties. Juvo+'s counsel
18 shall confirm receipt of settlement funds in writing to plaintiff's counsel and, thereafter, hold the
19 amounts paid in trust until such time as the Court approves this settlement contemplated by Section
20 7.

21 Within two business days of the date plaintiff provides notice to counsel for Juvo+ that the
22 Court has approved this settlement, Juvo+'s counsel shall deliver the settlement payments to
23 plaintiff's counsel as follows:

- 24 1. a civil penalty check in the amount of \$1,125 payable to "OEHHA" (EIN: 68-0284486,
25 Memo line "Prop 65 Penalties, 2017-02021");
- 26 2. a civil penalty check in the amount of \$375 payable to "Susan Davia" (Tax ID to be
27 supplied, Memo line "Prop 65 Penalties, 2017-02021"); and
28

- 1 3. An attorney fee and cost reimbursement check, pursuant to Section 4.3, in the amount
2 of \$23,500 payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2017-02021")

3 All penalty and fee/cost payments shall be delivered to the Sheffer Law Firm at the following
4 address:

5 Sheffer Law Firm
6 Attn: Proposition 65 Controller
7 81 Throckmorton Ave., Suite 202
8 Mill Valley, CA 94941

9 Juvo+ shall deliver all Section 4.2 additional civil penalty and attorney fee/cost payments by
10 delivering such Section 4.2 settlement payments, on or before the date agreed upon pursuant to
11 Section 4.2 or ordered by the Court, to Plaintiff's counsel as follows:

- 12 1. a civil penalty check in the amount of 75% of the penalty agreed upon or ordered by
13 the Court pursuant to Section 4.2 payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop
14 65 Penalties, 2017-02021");
15 2. a civil penalty check in the amount of 25% of the penalty agreed upon or ordered by
16 the Court pursuant to Section 4.2 payable to "Susan Davia" (EIN: to be supplied upon
17 request), Memo line "Prop 65 Penalties, 2017-02021"); and
18 3. An attorney fee and cost reimbursement check, in the amount agreed upon or ordered
19 by the Court pursuant to Section 4.2 payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo
20 line "2017-02021").

21 All penalty and fee/cost payments shall be delivered to the Sheffer Law Firm at the following
22 address:

23 Sheffer Law Firm
24 Attn: Proposition 65 Controller
25 81 Throckmorton Ave., Suite 202
26 Mill Valley, CA 94941.

27 **5. CLAIMS COVERED AND RELEASED**

28 **5.1 Davia's Releases of Settling Defendant**

1 **5.1.1.** This Agreement is a full, final, and binding resolution between Davia, on behalf of
2 herself, her past and current agents, representatives, attorneys, successors, and/or assignees, and in
3 the interest of the general public, and Juvo+ and each of its owners, officers, directors, shareholders,
4 employees, agents, parent companies, subsidiaries, divisions, affiliates, distributors, franchisees,
5 marketplace hosts, direct and indirect customers (including but not limited to Amazon.com, Inc.),
6 attorneys, successors, licensors and assigns ("Defendant Releasees") of any violation of Proposition
7 65 that has been or could have been asserted against Defendant Releasees regarding the failure to
8 warn about exposure to any Listed Chemical arising in connection with any Covered Product
9 manufactured, sourced, distributed, or sold by Juvo+ prior to the Effective Date. Settling Defendant's
10 compliance with this Agreement shall be deemed compliance with Proposition 65 with respect to the
11 Listed Chemical in the Covered Products after the Effective Date.

12 **5.1.2** Davia, on behalf of herself, her past and current agents, representatives, attorneys,
13 successors, and/or assignees, and in the interest of the general public, hereby waives, with respect to
14 Covered Products manufactured, distributed, sold and/or offered for sale by Juvo+ prior to the
15 Effective Date, all rights to institute or participate in, directly or indirectly, any form of legal action
16 against Defendant Releasees and releases Defendant Releasees from all claims for such alleged
17 violations of Proposition 65 with respect to the Listed Chemical in the Covered Products as set forth
18 in the 60-Day Notices of Violation identified in Section 1.5 of this Agreement.

19 **5.1.3** This Section 5.1 release shall not extend upstream to any entities that manufactured
20 any Covered Product or any component parts thereof, or any distributors or suppliers who sold any
21 Covered Products or any component parts thereof to Juvo+.

22 **5.2** Settling Defendant's Release of Davia

23 **5.2.1** Settling Defendant and Defendant Releasees waive any and all claims against Davia,
24 her attorneys, and other representatives for any and all actions taken or statements made (or those
25 that could have been taken or made) by Davia and her attorneys and other representatives, whether
26 in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in
27 this matter, and/or with respect to the Covered Products.
28

1 **5.3** General Release - Each Party also provides, for the benefit of the other party and
2 Defendant Releasees, a general release herein which shall be effective as a full and final accord and
3 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,
4 damages, losses, claims, liabilities and demands of any Party of any nature, character or kind, known
5 or unknown, suspected or unsuspected, arising out of the subject matter of the Action. Each Party
6 acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as
7 follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
9 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
10 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR.

11 Each Party expressly waives and relinquishes any and all rights and benefits that it may have
12 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code
13 as well as under any other state or federal statute or common law principle of similar effect, to the
14 fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters. In
15 furtherance of such intention, the release hereby given shall be and remain in effect as a full and
16 complete release notwithstanding the discovery or existence of any such additional or different
17 claims or facts arising out of the released matters.

18 **6. COURT APPROVAL**

19 This Agreement is effective upon execution but must also be approved by the Court. Upon
20 approval of this Agreement by the Court, Davia shall dismiss the remaining defendants in this Action
21 with prejudice on the condition such remaining defendants agree to waive all fees and costs in
22 exchange for such dismissal. If the Court does not approve this Agreement in its entirety, the Parties
23 shall meet and confer to determine whether to modify the terms of the Agreement and to resubmit it
24 for approval. In meeting and conferring, the Parties agree to undertake any actions reasonably
25 necessary to amend and/or modify this Agreement in order to further the mutual intention of the
26 Parties in entering into this Agreement. The Agreement shall become null and void if, for any reason,
27 it is not approved and entered by the Court, as it is executed, within one year after it has been fully
28 executed by all Parties.

1 7. SEVERABILITY

2 If, subsequent to court approval of this Agreement, any of the provisions of this Agreement
3 is determined by a court to be unenforceable, the validity of the enforceable provisions remaining
4 shall not be adversely affected if all parties so agree, unless the Court finds that any unenforceable
5 provision is not severable from the remainder of the Agreement.

6 8. GOVERNING LAW

7 The terms of this Agreement shall be governed by the laws of the State of California.

8 9. NOTICES

9 When any Party is entitled to receive any notice under this Agreement, the notice shall be sent
10 by FedEx (or other tracked mail carrier) or electronic mail to the following:

11 For Juvo+ International, Ltd.:

12 Steve Neuffer, CEO
13 Juvo Plus Inc.
14 245 W. Foothill Blvd
Monrovia, CA 91016

15 With copy to their counsel at:

16 Jeffrey F. Gersh, Partner
17 Stubbs, Alderton, & Markiles, LLP
18 15260 Ventura Blvd., 20th Floor
Sherman Oaks, CA 91403
jgersh@stubbsalderton.com

19 For Davia to:

20 Proposition 65 Coordinator
21 Sheffer Law Firm
22 81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

23 Any Party may modify the person and address to whom the notice is to be sent by sending each other
24 Party notice by certified mail and/or other verifiable form of written communication.

25 10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)

26 Davia agrees to comply with the reporting form requirements referenced, in California Health
27 & Safety Code §25249.7(f).
28

1 **11. MODIFICATION**

2 This Agreement may be modified only: (1) by written agreement of the Parties; or (2) upon a
3 successful motion of any party and approval of a modified Agreement by the Court.

4 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

5 The Parties stipulate to judgment being entered upon this Settlement Agreement. The Parties
6 further acknowledge and agree that, pursuant to Health & Safety Code §25249.7, a noticed motion is
7 required to obtain judicial approval of this Agreement. In furtherance of obtaining such approval,
8 Davia and Settling Defendant, and their respective counsel, agree to mutually employ their best
9 efforts to support the entry of this Agreement as a settlement agreement and obtain approval of the
10 Agreement - sufficient to render an order approving this agreement - by the Court in a timely manner.
11 Any effort by Settling Defendant to impede judicial approval of this Agreement shall subject such
12 impeding party to liability for attorney fees and costs incurred by plaintiff or her counsel in their
13 efforts to meet or oppose such Settling Defendant's impeding conduct. Settling Defendant's neutral
14 position on matters raised by or during the court approval proceeding shall not be deemed to be
15 impeding behavior under this section. Settling Defendant further agrees to accept service of Notice
16 of Entry of any order approving the settlement, and any judgment, by electronic mail service to its
17 counsel at the electronic mail address identified in Section 9.

18 **13. ENTIRE AGREEMENT**

19 This Settlement contains the sole and entire agreement and understanding of the Parties with
20 respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
21 commitments, and understandings related hereto. No representations, oral or otherwise, express or
22 implied, other than those contained herein have been made by any Party hereto. No other
23 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
24 any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall
25 be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions
26 of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether
27 or not similar, nor shall such waiver constitute a continuing waiver
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1 **14. ATTORNEY'S FEES**

2 **14.1** Should Davia prevail on any motion, application for order to show cause or other
3 proceeding to enforce a violation of this Agreement, Davia shall be entitled to her reasonable attorney
4 fees and costs incurred as a result of such motion, order or application, if allowed under C.C.P.
5 §1021.5. Should a Settling Defendant prevail on any motion, application for order to show cause or
6 other proceeding to enforce a violation of this Consent Judgment, a Settling Defendant may be
7 entitled to its reasonable attorney fees and costs incurred as a result of such motion, order or
8 application upon a finding that Davia's prosecution of the motion or application lacked substantial
9 justification. For purposes of this Agreement, the term substantial justification shall carry the same
10 meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

11 **14.2** Except as specifically provided in the above paragraph and in Section 4.3, each Party
12 shall bear its own costs and attorney's fees in connection with this action.

13 **14.3** Nothing in this Section 14 shall preclude a Party from seeking an award of sanctions
14 pursuant to law.

15 **15. NEUTRAL CONSTRUCTION**

16 All Parties and their counsel have participated in the preparation of this Agreement and this
17 Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and
18 modification by the Parties and has been accepted and approved as to its final form by all Parties and
19 their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be
20 interpreted against any Party as a result of the manner of the preparation of this Agreement. Each
21 Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are
22 to be resolved against the drafting Party should not be employed in the interpretation of this
23 Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

24 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

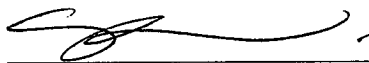
25 This Agreement may be executed in counterparts and by facsimile or portable document
26 format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall
27 constitute one and the same document.

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1 17. AUTHORIZATION

2 The undersigned parties and their counsel are authorized to execute this Agreement on behalf
3 of their respective Parties and have read, understood, and agree to all of the terms and conditions of
4 this Agreement.

5 IT IS SO AGREED.

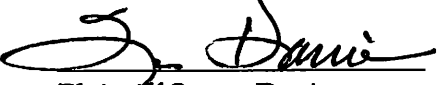
<p>6 Dated: March __, 2018</p> <p>7</p> <p>8 _____</p> <p>9 Plaintiff Susan Davia</p>	<p>Dated: March <u>16</u>, 2018</p> <p></p> <p>Steve Neuffer, CEO Juvo Plus Inc.</p>
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<p>6 Dated: March <u>16</u>, 2018</p> <p>7 </p> <p>8 Plaintiff Susan Davia</p>	<p>9 Dated: March __, 2018</p> <p>10 _____</p> <p>11 Steve Neufer, CEO</p> <p>12 Juvo Plus Inc.</p>
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